

Docket No.: MCVLT.001A

Customer No.: 20,995

AF 12136
82

TRANSMITTAL LETTER

Applicant : Randall James Graham
App. No. : 09/833,027
Filed : April 11, 2001
For : SECURE MESSAGING
USING SELF-DECRYPTING
DOCUMENTS
Examiner : Pramila Parthasarathy
Art Unit : 2136

CERTIFICATE OF MAILING

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

March 24, 2005

(Date)

John M. Grover, Reg. No. 42,610

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Transmitted herewith for filing in the above-identified application are the following enclosures:

- (X) Revocation and Power of Attorney in 17 pages. This includes a copy of the original Assignment from the above-referenced application, a redacted Bill of Sale and a redacted Stock Purchase Agreement.
- (X) Return prepaid postcard.

Please charge any additional fees, or credit overpayment to Deposit Account No. 11-1410.

John M. Grover
Registration No. 42,610
Attorney of Record
Customer No. 20,995
(949) 760-0404

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BEST AVAILABLE COPY



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Randall James Graham)
App. No. : 09/833,027)
Filed : April 11, 2001)
For : SECURE MESSAGING USING)
SELF-DECRYPTING DOCUMENTS)
Examiner : Pramila Parthasarathy)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of (1) the original Assignment of the above-captioned application from the inventor to Microvault, recorded with the U.S. Patent and Trademark Office on July 2, 2001 at reel 011953, frame 0034; (2) a redacted Bill of Sale reflecting the transfer of the above-captioned application from Microvault to Aspen Ventures III, L.P.; and (3) a redacted Stock Purchase Agreement assigning the above-captioned application from Aspen Ventures III, L.P. to NetCourier, Inc. (the "Assignee") are attached hereto. This original Assignment, Bill of Sale, and Stock Purchase Agreement represent the entire chain of title of this invention from the Inventor to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or

App. No. : 09/833,027
Filed : April 11, 2001

imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

NETCOURIER, INC.

Dated: 3/15/05

By: Bob McDonald
Bob McDonald

Title: CEO

Address: 1112 Montana Avenue #526
Santa Monica, CA 90403

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

SEPTEMBER 14, 2001

PTAS
KNOBBE, MARTENS, OLSON & BEAR, LLP
STEVEN J. NATAUPSKY
620 NEWPORT CENTER DRIVE
SIXTEENTH FLOOR
NEWPORT BEACH, CA 92660



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/02/2001

REEL/FRAME: 011953/0034
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
GRAHAM, RANDALL JAMES

DOC DATE: 05/09/2001

ASSIGNEE:
MICROVAULT
17011 BEACH BOULEVARD, SUITE 1500
HUNTINGTON BEACH, CALIFORNIA 92647

SERIAL NUMBER: 09833027
PATENT NUMBER:

FILING DATE: 04/11/2001
ISSUE DATE:

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

No NEW Dates Docketed *RS*
Attorney Responsible
Initial _____

07-11-2001



101772873

Documents or copy thereof.

TO THE ASSISTANT COMMISSIONER FOR :

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Radall James Graham

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

2. Name and address of receiving party(ies):

Name: Microvault

Internal Address:

Street Address: 17011 Beach Boulevard, Suite 1500

City: Huntington Beach State: CA ZIP: 92647

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) May 9, 2001

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 09/833,027
Filing Date: April 11, 2001

() Patent No.:
Issue Date:

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven J. Nataupsky
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: MCVLT.001A

7. Total fee (37 CFR 3.41): \$40

(X) Enclosed
(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Steven J. Nataupsky
Name of Person Signing

Signature

Date

37,668
Registration No.

Total number of pages including cover sheet, attachments and document: 2

Mail documents to be recorded with required cover sheet information to:

07/11/2001 TDI A21 00000017 09833027

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U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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ASSIGNMENT
DIVISION

Application No.: 09/833,027
Filing Date: April 11, 2001

PATENT
Client Code: MCVLT.001A
Page 1

ASSIGNMENT

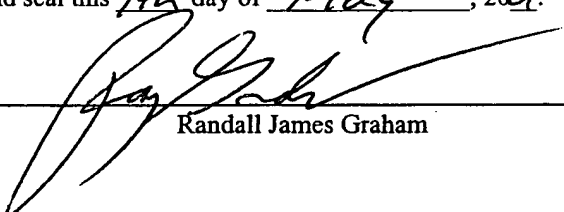
WHEREAS, I, Randall James Graham, a Canadian citizen, residing at 313 12th Street, Huntington Beach, CA 92648, have invented certain new and useful improvements in a **SECURE MESSAGING USING SELF-DECRYPTING DOCUMENTS** for which I have filed an application for Letters Patent in the United States, Application No. 09/833,027, filed on April 11, 2001;

AND WHEREAS, Microvault (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 17011 Beach Boulevard, Suite 1500, Huntington Beach, CA 92647, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of May, 2001.


Randall James Graham

STATE OF }
COUNTY OF ORANGE } ss.

"NOTARY PUBLIC"

On MAY 9, 2001, before me, MICHELLE R. SAVAGE, personally appeared Randall James Graham personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Notary Signature

BILL OF SALE

SECURED PARTY:
ASPEN VENTURES III, L.P.
1000 Fremont Avenue, Suite 200
Los Altos, CA 94024

BUYER:
ASPEN VENTURES III, L.P.
1000 Fremont Avenue, Suite 200
Los Altos, CA 94024

WHEREAS Microvault Corporation, a Delaware corporation (the "Borrower") and Aspen Ventures III, L.P., a Delaware limited partnership ("Secured Party") and the holder of the notes (the "Notes") issued to the Borrower entered into a Security Agreement dated as of April 11, 2002 ("Security Agreement") which provided Secured Party a security interest in substantially all of the Borrower's personal property ("Assets").

WHEREAS Secured Party filed a U.C.C.-1 financing statement on May 16, 2002 in the state of Delaware and in the state of California.

WHEREAS On September 10, 2002, Secured Party conducted a U.C.C.-1 search and was found to be Borrower's only recorded secured party in both Delaware and California.

WHEREAS Borrower has defaulted on the Notes.

WHEREAS Secured Party conducted a public foreclosure sale of the Borrower's personal property in accordance with the Security Agreement and California's Uniform Commercial Code, Article 9 on October 7, 2002 at CMA Business Credit Services, Orange County Office, 150 El Camino Real, Suite 220, Tustin, CA 92780. A copy of the notice of the foreclosure sale is attached hereto as Exhibit "B".

WHEREAS, the Secured Party bid in the price [REDACTED] at said foreclosure sale.

1. Sales price is [REDACTED]
2. Pursuant to the foreclosure sale, Secured Party has taken possession and title to the Assets, a description of which is attached hereto as Exhibit "A".
3. **GOVERNING LAW: CALIFORNIA**

Dated: 10/7/02


Aspen Ventures III, L.P.

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Borrower (herein referred to as the "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chanel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, payment intangibles, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs and supporting information (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of any Lender (herein referred to as "Lender" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory) and all computer programs embedded in goods and any supporting information;

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents");

- (vii) all letter-of-credit rights and letters of credit; and
- (viii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, no security interest is granted in any contract rights, licenses or intellectual property if such grant causes a default enforceable under applicable law or if a third party has the right enforceable under applicable law to terminate the Borrower's rights under or with respect to any such contract, license or intellectual property and such third party has exercised such right of termination.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is entered into as of November 15th, 2002 by NetCourier, Inc., a Delaware corporation (the "Company"), and Aspen Ventures III, L.P., a Delaware limited partnership (the "Purchaser").

SECTION 1. ACQUISITION OF SHARES.

(a) **Transfer.** As of the date hereof, the Company hereby transfers [REDACTED] Shares to the Purchaser.

(b) **Consideration.** In exchange for the Purchased Shares, the Purchaser hereby (i) pays [REDACTED] in cash and (ii) assigns to the Company exclusively throughout the world all right, title and interest (whether or not now existing) in, to the extent owned by the Purchaser, the (i) subject matter referred to in Exhibit A, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing. The Company and the Purchaser agree that the aggregate fair market value of such consideration is [REDACTED] or [REDACTED] per Purchased Share. The Purchase Price is agreed to be at least 100% of the Fair Market Value of the Purchased Shares.

(c) **Defined Terms.** Capitalized terms not defined above are defined in Section 8 of this Agreement.

SECTION 2. RESTRICTIONS ON TRANSFER.

(a) **Purchaser Representations.** In connection with the issuance and acquisition of Shares under this Agreement, the Purchaser hereby represents and warrants to the Company as follows:

(i) The Purchaser is acquiring and will hold the Purchased Shares for investment for its account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(ii) The Purchaser understands that the Purchased Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Purchased Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or the Purchaser obtains an opinion of counsel, in form and substance satisfactory to the Company and its

CONFIDENTIAL

counsel, that such registration is not required. The Purchaser further acknowledges and understands that the Company is under no obligation to register the Purchased Shares.

(iii) The Purchaser is aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions, including (without limitation) the availability of certain current public information about the issuer, the resale occurring only after the holding period required by Rule 144 has been satisfied, the sale occurring through an unsolicited "broker's transaction," and the amount of securities being sold during any three-month period not exceeding specified limitations. The Purchaser acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

(iv) The Purchaser will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act. The Purchaser agrees that it will not dispose of the Purchased Shares unless and until it has complied with all requirements of this Agreement applicable to the disposition of Purchased Shares and it has provided the Company with written assurances, in substance and form satisfactory to the Company, that (A) the proposed disposition does not require registration of the Purchased Shares under the Securities Act or all appropriate action necessary for compliance with the registration requirements of the Securities Act or with any exemption from registration available under the Securities Act (including Rule 144) has been taken and (B) the proposed disposition will not result in the contravention of any transfer restrictions applicable to the Purchased Shares under the securities laws or regulations of any State.

(v) The Purchaser has been furnished with, and has had access to, such information as it considers necessary or appropriate for deciding whether to invest in the Purchased Shares, and the Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.

(vi) The Purchaser is aware that its investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. The Purchaser is able, without impairing its financial condition, to hold the Purchased Shares for an indefinite period and to suffer a complete loss of its investment in the Purchased Shares.

(b) **Securities Law Restrictions.** Regardless of whether the offering and sale of Shares under this Agreement have been registered under the Securities Act or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of the Purchased Shares (including the

placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any state or any other law.

(c) **Market Stand-Off.** In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Purchaser shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Purchased Shares without the prior written consent of the Company or its underwriters. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed 180 days. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Purchased Shares until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (c). This Subsection (c) shall not apply to Shares registered in the public offering under the Securities Act, and the Purchaser shall be subject to this Subsection (c) only if the directors and officers of the Company are subject to similar arrangements.

(d) **Rights of the Company.** The Company shall not be required to (i) transfer on its books any Purchased Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Purchased Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom Purchased Shares have been transferred in contravention of this Agreement.

SECTION 3. SUCCESSORS AND ASSIGNS.

Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon the Purchaser and the Purchaser's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

SECTION 4. LEGENDS.

All certificates evidencing Purchased Shares shall bear the following legend:

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

If required by the authorities of any state in connection with the issuance of the Purchased Shares, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

SECTION 5. NOTICE.

Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Purchaser at the address that it most recently provided to the Company in accordance with this Section 5.

SECTION 6. ENTIRE AGREEMENT.

This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof.

SECTION 7. CHOICE OF LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, as such laws are applied to contracts entered into and performed in such State.

SECTION 8. DEFINITIONS.

- (a) "Agreement" shall mean this Stock Purchase Agreement.
- (b) "Board of Directors" shall mean the Board of Directors of the Company, as constituted from time to time.

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(c) "Fair Market Value" shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(d) "Purchased Shares" shall mean the Shares purchased by the Purchaser pursuant to this Agreement.

(e) "Purchase Price" shall mean the dollar value for which one Share may be purchased pursuant to this Agreement, as specified in Section 1(b).

(f) "Securities Act" shall mean the Securities Act of 1933, as amended.

(g) "Share" shall mean one share of Stock.

(h) "Stock" shall mean the Class A Common Stock of the Company, with a par value of \$0.0001 per Share.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

NETCARRIER, INC.

By: 

Alex P. Cilento, Director

ASPEN VENTURES III, L.P.

By: 

Thad Whalen, Managing Member

EXHIBIT A**DESCRIPTION OF ASSIGNED ASSETS**

All assets, rights and things acquired by Aspen Ventures III, L.P.
pursuant to that certain Bill of Sale attached hereto.

GDSVP&Hw4691491

BILL OF SALE

SECURED PARTY:

ASPEN VENTURES III, L.P.
1000 Fremont Avenue, Suite 200
Los Altos, CA 94024

BUYER:

ASPEN VENTURES III, L.P.
1000 Fremont Avenue, Suite 200
Los Altos, CA 94024

WHEREAS Microvault Corporation, a Delaware corporation (the "Borrower") and Aspen Ventures III, L.P., a Delaware limited partnership ("Secured Party") and the holder of the notes (the "Notes") issued to the Borrower entered into a Security Agreement dated as of April 11, 2002 ("Security Agreement") which provided Secured Party a security interest in substantially all of the Borrower's personal property ("Assets").

WHEREAS Secured Party filed a U.C.C.-1 financing statement on May 16, 2002 in the state of Delaware and in the state of California.

WHEREAS On September 10, 2002, Secured Party conducted a U.C.C.-1 search and was found to be Borrower's only recorded secured party in both Delaware and California.

WHEREAS Borrower has defaulted on the Notes.

WHEREAS Secured Party conducted a public foreclosure sale of the Borrower's personal property in accordance with the Security Agreement and California's Uniform Commercial Code, Article 9 on October 7, 2002 at CMA Business Credit Services, Orange County Office, 150 El Camino Real, Suite 220, Tustin, CA 92780. A copy of the notice of the foreclosure sale is attached hereto as Exhibit "B".

WHEREAS, the Secured Party bid in the price of [REDACTED] at said foreclosure sale.

1. Sales price is [REDACTED]
2. Pursuant to the foreclosure sale, Secured Party has taken possession and title to the Assets, a description of which is attached hereto as Exhibit "A".
3. GOVERNING LAW: CALIFORNIA

Dated: 10/7/02


Aspen Ventures III, L.P.

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Borrower (herein referred to as the "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, payment intangibles, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs and supporting information (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of any Lender (herein referred to as "Lender" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory) and all computer programs embedded in goods and any supporting information;

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

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- (vii) all letter-of-credit rights and letters of credit; and
- (viii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

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